



PISTOL AUSTRALIA INC.

AUSTRALIAN TEAM MEMBER AGREEMENT (ATS005)

- iii. not abide or abet any other person involved in any breach of the SA Anti-Doping Policy as adopted by PA;
 - iv. not use, have in his/her possession, traffic or attempt any such acts, involving a prohibited substance or drug under the laws of the relevant country or state.
- d. at all times to maintain his/her physical and mental fitness to enable him/her to compete to the best of his/her ability;
 - e. to be available to attend and participate in, to the best of his/her ability, all competitions, training sessions, training camps and team meetings as directed by PA/Team Manager;
 - f. that travel to and from training and competition on the dates specified by PA and in the manner determined and/or approved by PA;
 - g. to stay at the accommodation venue arranged by PA for the whole period of any team training and / or competition;
 - h. that travel to the competition as part of the team and from the competition as deemed most appropriate by PA;
 - i. that PA does not take into consideration Team Member's/Manager's family and/or friends when making arrangements associated with the competition including travel (airfares and ground transport), accommodation, insurance, etc.
 - j. to be available for the event in which he/she is selected and/or any other event as PA considers appropriate for the team member;
 - k. to wear PA issue team uniform during competition, in attendance at medal presentations and when practical, during practice;
 - l. to not have or use any item including clothing and equipment, any name, trade mark, logo and/or slogan that is in conflict with PA or any PA sponsor;
 - m. to promote PA and the sport in a positive manner at all times;
 - n. to not make any public comment or communicate with the media when travelling with the team or during competition, unless prior approval of the Team Manager. If such approval is granted, the team member will only discuss his/her performance and will at all times discuss matters positively so as to not bring the sport or other individuals into disrepute;
 - o. that in all instances before and after the competition where the team member is approached by any media representative(s) for comment, information and/or written articles for publication, the team member discusses only his/her performance and will at all times discuss matters positively so as to not bring the sport or other individuals into disrepute;
 - p. to participate in promotional appearances and/or public relations exercises as requested by PA and/or the Team Manager subject to receiving reasonable notice;
 - q. to not appear or participate in or allow his/her name, voice, photograph, likeness, image or identity to be used on any merchandise or in any advertising, promotion, or marketing activity for any person in which he/she is promoted or recognised as a member of the team;
 - r. to not promote products and/or services of a person and/or company that is in competition with the products and/or services of any official PA Sponsor(s);



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- s. to not promote any products and/or services that are or could in any way be construed as associating the team member with any person and/or association other than PA or the official PA Sponsor(s);
- t. to familiarise him/herself with relevant information related to jetlag and ensure all reasonable steps are taken to minimise any effects thereof. Fact sheets may be obtained from the Australian Institute of Sport web site;
- u. to take all reasonable steps to minimise any illness and/or injury and notify PA/Team Manager immediately of such illness and/or injury that may impact his/her ability to train and/or compete as a member of the Team;
- v. in the event that item 4(u) above is a reality, to seek medical advice and submit to PA an examination report from his/her medical practitioner for the purpose of determining the team member's ability to fulfil his/her obligation to the team. PA has the right, in the event that the team member is unfit to fulfil the terms of this agreement, to terminate the team member's assignment to the team.

5. PA reserves the right to:

- a. determine team selection at its sole discretion;
- b. use the team member's name, voice, photograph, image, likeness or identity to promote the team, PA and any official PA Sponsor(s);
- c. film, televise, photograph and/or record training sessions and/or competitions in which the team member appears;
- d. own any film, photographs and audio-visual recordings of the team member taken during the international competition.

6. The Team Member reserves the right to:

- a. obtain sponsorship and participate in any advertising, marketing or promotional activity provided it is not in conflict with PA and/or any official PA approved sponsor(s).

7. Breaching the Agreement

In the event that the team member is in breach of any provision and/or obligation of this Agreement, convicted of a criminal offence, suspended by PA from any event, competition or team, found guilty of a breach or violation of PA's rules and/or regulations, involved in any major controversy in the public arena and/or brings the sport, PA and/or the official PA Sponsor(s) into disrepute, PA may in its absolute discretion respond by way of any one or more of the following actions:

- a. terminate this Agreement by written notice;
- b. remove the team member from the Team, including sending the individual back to his or her usual residence at the individual's expense;
- c. withhold and/or forfeit from the team member any sum of money, including reimbursement of expenses that may otherwise be payable under this Agreement;
- d. restrict or withhold any benefit that the team member is entitled to under this Agreement;



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- e. exclude the individual from any future international team representation;
- f. take any other disciplinary action PA considers appropriate under the PA Constitution, By-Laws, Regulations and policies;
- g. provided that before taking action under the above sub-clause, PA will give the individual a reasonable opportunity to be heard concerning the alleged breach or matter giving rise to the termination.

8. Termination of the Agreement by PA

PA may terminate this Agreement by giving written notice to the team member, if:

- a. the team member is ill or injured and cannot train and/or compete as determined by PA. Written certification by a qualified and registered medical practitioner of such illness or injury will be required to be submitted to PA;
- b. the relevant competition in which the Team was selected to compete in is cancelled;
- c. any other circumstance deemed by PA to warrant withdrawal of the Team from the competition; and
- d. PA funding from whatever source is not forthcoming for whatever reason and/or substantially reduced.

9. Termination of this Agreement by the Team Member

The team member may withdraw from the Team and in doing so will automatically terminate this Agreement, by giving no less than fourteen (14) days written notice to PA.

10. Other Considerations

- a. The parties, PA and the team member agree that the contents of this Agreement will be kept confidential notwithstanding the entitlement of each to disclose the contents of the Agreement to their respective professional advisers.
- b. If the parties, PA and the team member are not able to agree on any matter arising from this Agreement, both parties agree to endeavour to negotiate in good faith through a facilitator nominated by PA to see whether an agreed settlement can be reached.
- c. The team member agrees that PA, including its Directors, Managers, employees, agents and independent contractors will not be under any liability to him/her for any loss, damage or injury of any kind arising from or in connection with, directly or indirectly any act, omission or fault of any person, including PA.
- d. The team member indemnifies and will at all times keep indemnified PA, including its Directors, Managers, employees, agents and independent contractors from and against all actions, suits, proceedings, claims, demands, costs and expenses that may be incurred by him/her or taken or made against PA in connection with or arising out of any loss, damage or injury, except to the extent that it is due to the gross negligence on the part of PA.
- e. This Agreement sets out the entire agreement and understanding between the parties with respect to the subject matter of this Agreement.



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EXECUTED by the parties.

Team Member Signatory:

Full Name of Team Member (block Letters) Team Members Signature Date

Name of Witness (block letters) Signature of Witness Date

Pistol Australia Signatory:

Full Name of Authorised PA Officer (block letters) Signature of Authorised PA Officer Date



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PARENT / LEGAL GUARDIAN DECLARATION

If the team member is under the age of 18 years, the team member' parent or guardian must sign the following Agreement.

I, of
(Name)

.....
(Address)

Suburb: State: Postcode:

being the parent/legal guardian of
hereby acknowledge that I have read and fully agree to the rights and obligations of my daughter/son
as the "Team Member" as set out in this Agreement for his/her participation in the Team.

.....
Signature of Parent/guardian

.....
Date

All correspondence to:

Pistol Australia
PO Box 368, CURTIN ACT 2605
pistol@pistol.org.au